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1974-1975

A G R E E M E N T

between the

HARMONY TOWNSHIP EDUCATION ASSOCIATION

and the

BOARD OF EDUCATION OF HARMONY TOWNSHIP

The COUNTY of WARREN, NEW JERSEY

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PREAMBLE

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_, by and between the Board of Education of Harmony Township, New Jersey, hereinafter called the "Board," and Harmony Township Education Association, hereinafter called the "Association."

W I T N E S S E T H:

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the students of the Harmony Township School District is their primary aim and that the character of such education depends predominately upon the quality of teaching, the availability of materials, the functional utility of facilities, the release of imagination in planning, the application of democratic processes in administration, and the maintenance of high morale among the teaching faculty, and

WHEREAS, the members of the teaching profession are particularly qualified to advise the formulation of policies and programs designed to improve educational standards, and

WHEREAS, the Board has an obligation, pursuant to Chapter 303, Public Laws 1958, to negotiate with the Association as the representative of employees herein-after designated with respect to the terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement, be it

RESOLVED, In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I

RECOGNITION

1. Unit: The Board hereby recognizes the Association as the exclusive and sole representative for

collective negotiation concerning grievances and terms and conditions of employment for all personnel whether under contract, on leave, on a per diem basis, employed or to be employed by the Board, including

Teachers and Nurse,

but excluding: All Others

2. Definition of Teacher: Unless otherwise indicated, the term "teachers," when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined, and references to male teachers shall include female teachers.

## ARTICLE II

### NEGOTIATION OF SUCCESSOR AGREEMENT

To remain as in present Agreement, but add:

1. Begin negotiations by October 1 for the next year.

2. If the Board receives extra funds from the state or federal government negotiations can be reopened. Notice in writing to the Association within five (5) days of notification.

## ARTICLE III

### GRIEVANCE PROCEDURE

1. A "grievance" is a claim by a teacher or the Association based upon the interpretation, application, or violation of this Agreement, policies or administrative decisions affecting a teacher or a group of teachers.

Paragraphs 2 through 10 to remain as in present Agreement.

11. If party not agreeable with County Superintendent's disposition, he may request it to go to an arbitrator agreeable to both the Board and the Association. His decision must be given in writing no later than twenty (20) days from the close of the hearing. The decision shall be binding on all parties.

~~12. The expenses of the arbitrator will be borne equally by the Board and the Association.~~

~~13. All hearings and meetings will be private with only the parties in interest and their representatives present.~~

#### ARTICLE IV

##### INSURANCE PROTECTION

1. In addition to Section I of the present Agreement, Blue Shield for the employee shall be changed to Blue Shield 100.

2. The Blue Cross, Blue Shield, and Major Medical for the teacher's family shall be paid by the Board as of September 1, 1971.

3. The Carrier of all the health insurance shall be Lehigh Valley Blue Cross.

4. Any teacher already covered by another plan shall receive Washington National Insurance paid by the Board, if he so desires.

#### ARTICLE V

##### TUITION REIMBURSEMENT

The Board shall reimburse a teacher fully for advanced courses under the conditions agreed upon in Section II of the present Agreement.

#### ARTICLE VI

##### TEACHER RIGHTS

1. Any teacher may join and support the Association and its affiliates and engage in collective bargaining and other activities of these groups without any interference in any way from the Board either directly or indirectly.

2. If a teacher is required to attend any meeting affecting his employment in any way, he shall be given prior notice and may have an Association representative present to advise and represent him. ~~Any suspension pending charges shall be with pay.~~

3. The teacher will have the exclusive right and responsibility to evaluate a student according to the policy of the school. No grade shall be changed without his approval.

4. All <sup>adverse</sup> criticisms of teachers must be made in confidence and not in the presence of students, parents, or other public gatherings.

## ARTICLE VII

### ASSOCIATION RIGHTS AND PRIVILEGES

1. The Board shall grant all reasonable requests for information concerning educational program and financial reports.

2. Teachers participating in negotiations, ~~AND~~ grievance proceedings, conferences, or meetings shall suffer no loss of pay.

3. The Association and its representatives shall have the right to use the school building for meetings.

4. The Association and its representatives shall have the right to use the school facilities and equipment. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.

5. The Association shall have use of the bulletin board in the teacher's room and pay post notices on the office bulletin board.

6. The President of the Association shall have three (3) periods of released time per week with pay to conduct Association business.

## ARTICLE VIII

### TEACHER WORK YEAR

1. The in-school work year for teachers employed on a ten (10) month basis shall not exceed one hundred and eighty ~~two~~ (18~~2~~) days. New personnel may be required to attend one (1) additional day of orientation.

2. The school calendar for 1971-1972 shall be as set forth in Schedule B.

## ARTICLE IX

### TEACHING HOURS AND TEACHING LOAD

1. The arrival time for all teachers shall be 8:30 a.m., and the departure time for all teachers shall be 2:45 p.m.

2. Duty free lunch period of twenty-five (25) minutes.

3. On Fridays and the day before holidays, the teacher's day shall end at the close of the pupil's day.

4. The daily teaching load shall not exceed 4 hours and 45 minutes of pupil contact.

5. Teachers shall be required to attend no evening meetings.

6. The practice of using a regular teacher as a substitute shall be discouraged.

7. Whenever possible a substitute must be hired for all teachers absent.

8. Teachers participating in extra-curricular activities which extend beyond the regularly scheduled in-school day shall be voluntary and compensated at the rate of \_\_\_\_\_ per hour.

## ARTICLE X

### CLASS SIZE

1. Kindergarten to Third Grade - 20

2. Fourth to Eighth Grade - 25

3. Educable - 10

## ARTICLE XI

### SPECIALISTS

Full time: Two (2) Physical Education Teachers  
One (1) Music Teacher  
One (1) Art Teacher

One (1) Remedial Reading Teacher  
One (1) Nurse  
One (1) Librarian  
One (1) Special Education Teacher

## ARTICLE XII

### NON-TEACHING DUTIES

1. Teachers shall not be required to:
  - a. Supervise cafeteria, sidewalks, bus loading or unloading, or playgrounds.
  - b. Collect money from students.
  - c. Keep registers.
  - d. Correct standarized tests used at the direction of the Board or the administrator.
  - e. Do secretarial work connected with communicating with parents.
2. Activities which have no educational objective shall be barred from the classroom.

## ARTICLE XVIII

### TEACHER EMPLOYMENT

1. Every teacher shall be placed on the proper step of the salary guide.
2. Credit shall be given—upon initial employment for:
  - a. up to the fifth (5th) step of salary level for previous teaching experience.
  - b. four (4) years military experience, alternate civilian service required by Selective Service System, Peace Corps, Vista, National Teachers Corps, or Fulbright Scholarship.
3. Any teacher returning to the Harmony Township School District shall receive the above credits upon return.
4. Previous unused sick leave shall be restored to a returning teacher after the above.

5. Notification of contract and salary status for the next year shall be given before March 15 of the present year to all teachers.

#### ARTICLE XIV

##### SALARIES

1. Salaries shall be set forth in Schedule A.
2. Each teacher shall be paid every other Friday from September 1 to June 15.
3. Each teacher may elect to have ten per cent (10%) of his salary deducted from his pay. These funds shall be paid to the teacher or his estate on the last payday in June, which shall be the last school day in June.

4. When a pay day falls during a school holiday, the teachers shall receive their pay checks on the last previous working day.

#### ARTICLE XV

##### TEACHER ASSIGNMENTS

If any changes in a teacher's class, subject assignment, or room assignment are proposed, the teacher must be notified before April 1 of each year.

#### ARTICLE XVI

##### TRANSFERS AND REASSIGNMENTS

1. No later than April 15 of each year all vacancies shall be posted. Any teacher being reassigned may apply for the vacancies.
2. Teachers who desire a change in grade, or subject area, or classroom must submit the request before March 1 to the Principal. This request shall be honored and not denied arbitrarily, capriciously, or without basis in fact.
3. No vacancy shall be filled by means of involuntary transfer if a qualified volunteer is available.

4. In all transfers or reassessments the teacher's area of competence, major or minor fields, length of service in Harmony, and all other relevant factors shall be considered.

## ARTICLE XVII

### FAIR DISMISSAL PROCEDURE

No later than September 15, 1971, the Joint Committee shall begin to develop specific criteria to be used for non-renewal of contract or termination of employment for nontenure teachers.

## ARTICLE XVIII

### COMPLAINT PROCEDURE

Any complaints regarding a teacher made to the Administrator or the Board shall be processed according to the procedure below:

- a. Teacher and principal meet to resolve matter informally. The teacher may have Association representation at any time. If unresolved at any step the next step may be taken by either party.
- b. A conference with complainant.
- c. If still unresolved after Step 2, any complaint may be taken by the teacher to the grievance procedure beginning with Step 2.

## ARTICLE XIX

### TEACHER FACILITIES

Beginning with September, 1971, the Board will provide the following facilities:

- a. Filing cabinets in each classroom for each teacher.
- b. An appropriately furnished teacher's lounge.

- c. New teacher's desks and chairs.
- d. Vending machines in the teacher's lounge. Designation of the proceeds shall be made by the Association.
- e. Suitable carpeting in the Library to subdue the noise.

## ARTICLE XX

### INSTRUCTIONAL COUNCIL

1. Beginning September 1, 1971, the Joint Committee shall also act as an Instructional Council to strengthen the education program through all possible means. The Committee shall, but not limited to, advise on curriculum improvement, teaching techniques, experimentation, pupil testing and evaluation, philosophy and educational goals of the district and other related matters regarding the effective operation of the Harmony School District.

2. The Council shall meet according to the rules set up in current Board policy for the Joint Committee.

## ARTICLE XXI

### SICK LEAVE

1. As of September 1, 1971, all teachers shall be entitled to twenty (20) days sick leave as of the first (1st) official day of school whether they report for duty or not. Fifteen (15) days of unused sick leave shall be accumulated from year to year.

2. Whenever the Board employs a teacher who has unused accumulated sick leave days from another district, the Board shall give the teacher these days credit in Harmony District plus the time in the above paragraph.

## ARTICLE XXII

### TEMPORARY LEAVES OF ABSENCE

(not accumulative, with pay)

1. Two (2) days personal business for which no reason must be stated.
2. Four (4) days for professional activities such as conferences or meetings of educational nature, or of the Association and affiliated organizations.
3. Time necessary for appearances in any legal procedures.
4. Up to five (5) days for illness of an immediate family member, but no more than three (3) in succession.
5. Up to five (5) days for death of spouse, child, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother, sister, mother, father, grandmother, grandfather, and any other person with principal's permission.

6. Day of funeral for close friend.

7. Up to three (3) days for marriage or honeymoon.

8. Up to two (2) days for attending marriage of immediate family member.

9. Time necessary if called into temporary active duty in the U.S. Reserves or State National Guard. A teacher shall be paid his regular pay in addition to any government pay received.

## ARTICLE XXIII

### EXTENDED LEAVES OF ABSENCE

(Without pay, unless otherwise stated.)

1. Up to two (2) years for Peace Corps, Vista, National Teacher Corps, exchange teacher, overseas teacher, or Fulbright Scholarship program.
2. Military leave.
3. Up to one (1) year maternity leave. In the event of stillbirth or death of child a teacher may return to her position when physically able.

4. Up to one (1) year for any female teacher adopting an infant child.

5. Up to one (1) year to care for a sick member of the teacher's immediate family.

6. Time necessary to campaign for service in a public office.

7. Other leaves at the Board's discretion.

8. Up to one (1) year for a sabbatical leave with pay after seven (7) years of teaching in the district.

9. Upon return from 1 and 2, the Board shall consider teacher as if actively employed for salary and sick leave benefits.

10. On no leave shall a teacher lose his accumulative sick leave and he shall be returned to the position he formerly held.

#### ARTICLE XXIV

##### PROTECTION OF TEACHERS, STUDENTS, AND PROPERTY

1. Teachers shall not be required to work in unsafe or hazardous conditions or perform tasks which endanger their health, safety, or well-being.

2. The Board shall reimburse a teacher for his defense in actions brought against him by the Board or before the Commissioner if the charges are dismissed, or the final decision is in his favor.

3. The Board shall give full support, including legal and other assistance, for any assault upon the teacher while acting in the discharge of his duties.

4. A teacher shall receive full salary and other benefits and shall not forfeit any sick leave while absent due to assault or injury.

5. The Board shall reimburse a teacher for clothing, other personal property damaged or destroyed, or injury as a result of an assault while discharging duties. All assaults shall be reported to the principal. A full time nurse shall be employed.

## ARTICLE XXV

### MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE

1. A teacher shall inform the principal of any student who is in need of attention of a counselor, psychologist, physician, or other specialist. The principal shall arrange a conference between himself, the teacher, and the specialist to decide appropriate steps for resolution of the problem.

2. A student who seriously disrupts the class program may be excluded from class by the teacher and referred to the principal. The principal shall take necessary action to solve the problem.

## ARTICLE XXVI

### BOOKS AND OTHER INSTRUCTIONAL MATERIALS AND SUPPLIES

When books, instructional materials, and supplies are to be ordered, the teacher who must use these shall be enabled to recommend those he or she feels are appropriate.

## ARTICLE XXVII

### MISCELLANEOUS PROVISIONS

1. This Agreement constitutes Board Policy for the term of the agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board Policy.

2. Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the signing date of the Agreement to employees covered by this Agreement as established by the rules, regulations, and/or policies of the Board in force on said date, shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce, or otherwise detract from any teacher benefit existing prior to its effective date.

ARTICLE XXVIII

NEGOTIATING PROCEDURE

To remain as in present Agreement.

ARTICLE XXIX

RESOLUTION OF AN IMPASSE

To remain as in present Agreement.

ARTICLE XXX

DURATION OF AGREEMENT

1. This Agreement shall be effective as of September 1, 1971, and shall continue in effect until July 31, 1972, subject to the Association's rights to negotiate over a successor Agreement as provided in ARTICLE III. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.

2. In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.

HARMONY TOWNSHIP  
EDUCATION ASSOCIATION

HARMONY TOWNSHIP  
BOARD OF EDUCATION

By \_\_\_\_\_  
Its President

By \_\_\_\_\_  
Its President

By \_\_\_\_\_  
Its Secretary

By \_\_\_\_\_  
Its Secretary

## SCHEDULE B

SCHOOL CALENDAR  
Harmony Township School  
1971-1972

<u>Month</u>	<u>Possible Days</u>	<u>Explanation of Dates</u>
September	17	September 8 - School opens
October	21	
November	18	November 11-12 NJEA Convention 25-26 Thanksgiving Recess (1 p.m. closing November 24)
December	16	December 23-January 3-Christmas Recess (1 p.m. closing December 22)
January	20	
February	20	February 21-Presidents Day
March	22	March 31-April 7-Good Friday Easter Recess (1 p.m. closing March 30)
April	15	
May	22	May 29-Memorial Day
June	10	June 14-Last Day of School
<hr/>		
Total Days	182	(Includes 1 day for workshop)

In case of winter weather closing, any emergency days will be added at the end of the year and not during the Easter Recess unless a large amount has been used.

SCHEDULE A  
SALARY GUIDE

	<u>Bachelor Level</u>	<u>Master Level</u>
1.	\$ 8,400	\$ 8,900
2.	8,750	9,350
3.	9,100	9,650
4.	9,450	10,000
5.	9,800	10,350
6.	10,200	10,750
7.	10,600	11,100
8.	11,000	11,500
9.	11,450	11,950
10.	11,900	12,400
11.	12,400	12,900
12.	13,000	13,400

LONGIVITY: \$300 additional above maximum = 13th year  
                   500 above guide = 16th year  
                   1,000 above guide = 20th year